REMARKS

Claims 1-26 are pending in the present application. Claims 6, 8, 9, 12, 14, 20, 22 and 26 have been amended herewith. Reconsideration of the claims is respectfully requested.

I.   **35 U.S.C. § 103, Obviousness**

A.   The Examiner rejected Claims 1-7, 9-11, and 13-26 under 35 U.S.C. § 103 as being unpatentable over Cianciarulo et al. in view of McCabe. This rejection is respectfully traversed.

The present invention is directed to an improved technique for insuring delivery of an electronic document. As a part of such electronic document delivery insurance, a request to insure delivery of an electronic document is received, and a payment amount is identified and included in an acknowledgment sent to the requestor of the insurance. The electronic document is then delivered in response to receiving a reply to this acknowledgment from the requestor, such reply accepting the identified payment amount. The claimed invention thus provides a positive response from the requestor accepting the payment amount before the electronic document is delivered. None of the cited references teach this sequence of commands for insuring delivery of an electronic document. For example, the teachings of the cited Cianciarulo reference describe a method of insuring document delivery by either (i) a manual technique with a user filling in a form requesting insurance and selecting the coverage amount, or (ii) an automated technique that uses predefined business rules with no user co-action.

Specifically with respect to Claim 1, none of the cited references teach or suggest the claimed feature of "delivering the electronic document *in response to receiving a reply to the acknowledgment from the requestor accepting the identified payment amount*" (emphasis added). As can be seen, the delivery of the electronic document is in response to receiving a reply, where the reply is a reply to an acknowledgement from the requestor accepting the identified payment amount (which was included in the acknowledgement sent to the requestor). This exchange can also be seen in the preferred embodiment at Figure 4 of the present application, where an acknowledgement of the

user request is sent to the requestor at 416, and a reply to this acknowledgement accepting the payment amount is shown at 418.

In rejecting this aspect of Claim 1, the Examiner cites Cianciarulo page 10, paragraph 0064 as teaching this claimed feature. The Examiner states that the teaching of a permissive activated event represents Applicant's acknowledgement of the payment amount. Applicants urge that the description of this permissive activated event is very different from the acknowledgement handshake defined by Claim 1. Cianciarulo states that transmission of the document is the permissive activated event, and is done once the user at the remote client submits data representing the data/document to be sent (page 10, paragraph 0064). This client submission of data is described to be a user filling out a form and selecting a coverage amount (page 8, paragraph 0057; page 9, paragraph 0062). This filling out of the form and selecting a coverage amount is not responsive to receiving a reply to an acknowledgement from the requestor. The transmission of the document is therefore *not responsive to receiving a reply to an acknowledgement from the requestor*, where the acknowledgement includes the identified payment amount. It is therefore urged that the cited Cianciarulo reference does not teach the claimed steps of sending an acknowledgment of the electronic document to the requestor, wherein the acknowledgment includes the identified payment amount; and delivering the electronic document *in response to receiving a reply to the acknowledgment from the requestor accepting the identified payment amount*. These claimed features advantageously provide for dynamic pricing when insuring document delivery, with associated dynamic acceptance of the identified payment amount based on such dynamic pricing. It is thus urged that Claim 1 is not obvious in view of the cited references, as there is at least one claimed feature not taught or suggested by the cited references.

With respect to Claims 2-7, Applicants initially traverse for reasons given above with respect to Claim 1.

Further with respect to Claim 6, Applicants have amended such claim to include the claimed feature of "the network characteristics are maintained in a network database which is queried in response to identifying a delivery location for the electronic document such that the identified payment amount is based on the network characteristics of the network in which the electronic document is to be transmitted". This claimed

feature advantageously provides for a dynamic determination of the payment amount that is based upon the network characteristics of the network in which the electronic document is to be transmitted, by querying a network database in response to identifying a delivery location for the electronic document. The cited McCabe reference, which is provided as teaching the claimed step of basing a payment amount based on network characteristics, merely describes adjusting a premium based upon the data to be transmitted, and does not take into account the particular characteristics of a network that will be used for the delivery of the document (page 9, paragraph 130). While this reference does allude to changing a premium amount based upon a rate of change in which the data is received, this premium adjustment is still based upon the data, and not on the particular characteristics of the network used in the transfer of the data (page 5, paragraph 0088). Restated, this teaching by McCabe teaches that an appropriate amount of bandwidth necessary to meet the expected data transfer rate *is calculated*, and if the actual data transfer rate does not meet this calculated bandwidth, the premium may be increased or coverage denied. The actual characteristics of the network actually being used for the document transfer are not used in determining a payment amount that is dynamically determined and provided in an acknowledgment to a requestor. It is thus urged that Claim 6 is not obvious in view of the cited references.

With respect to Claim 9 (and similarly for Claims 10, 11, 14, 22-24 and 26), such claim recites "providing insurance in response to the indication, wherein the payment is based on at least one of network traffic characteristics, network congestion, reliability properties of the network, and statistical transmittives of the network". None of the cited references teach or suggest an insurance payment that is based on characteristics of the network itself that is used for delivery of the document. The Examiner states that McCabe teaches a payment amount for insurance is based on statistics associated with the type of insurance being purchased. Applicants urge that this broad characterization fails to establish any specific teaching or suggestion of the specific features recited in Claim 9, and in particular does not teach or otherwise suggest an insurance payment being based on characteristics of the network itself that is used for delivery of the document. Thus, it is urged that Claim 9 is not obvious in view of the cited references.

With respect to Claims 13, 15-21 and 25, Applicants traverse for similar reasons to those given above with respect to Claim 1.

Further with respect to Claim 20, Applicants traverse for similar reasons to the further reasons given above with respect to Claim 6.

Therefore, the rejection of Claims 1-7, 9-11, and 13-26 under 35 U.S.C. § 103 has been overcome.

B.   The Examiner rejected Claims 8 and 12 under 35 U.S.C. § 103 as being unpatentable over Cianciarulo et al. in view of McCabe. This rejection is respectfully traversed.

With respect to Claim 8, such claim has been amended to recite the claimed feature of "analyzing the electronic document to identify an estimated amount of time in which the electronic document can be delivered, wherein the estimated amount of time is identified using a network database that maintains network characteristics of a network to be used in the delivery of the electronic document". For similar reasons to those described above with respect to Claim 6, the cited McCabe reference does not teach or otherwise suggest use of network characteristics to identify an estimated amount of time in which the electronic document can be delivered, where this estimated amount of time is subsequently used when determining whether to compensate a user. Thus, it is urged that Claim 8 is not obvious in view of the cited references.

With respect to Claim 12, such claim has been amended to include the step of "providing an insurance cost and an estimated time of delivery for the electronic document". By providing both an insurance cost and an estimated time of delivery, the user requesting insurance is able to adequately determine if the level of service (estimated time of delivery) and cost (insurance cost) is satisfactory. None of the cited references teach or suggest this claimed feature or its resulting advantage. For example, the cited Cianciarulo reference merely teaches insurance payouts if a document is not received at all, without any consideration being given as to whether the document was delivered within a particular window of time (page 6, paragraph 0044). Thus, it is urged that Claim 12 is not obvious in view of the cited references.

Thus, the rejection of Claims 8 and 12 under 35 U.S.C. § 103 has been overcome.

II. **Conclusion**

It is respectfully urged that the subject application is patentable over the cited references and is now in condition for allowance. The Examiner is invited to call the undersigned at the below-listed telephone number if in the opinion of the Examiner such a telephone conference would expedite or aid the prosecution and examination of this application.

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Respectfully submitted,

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